

Case: 25CO1:25-cv-00710 Document #: 10 Filed: 04/30/2025 Page 1 of 3

IN THE COUNTY COURT OF HINDS COUNTY, MISSISSIPPI

TDLDC RETAIL I, LLC

PLAINTIFF

VS.

CAUSE NO. 25-710

BECKHAM JEWELRY, LLC, and
BRIAN BECKHAM

DEFENDANTS

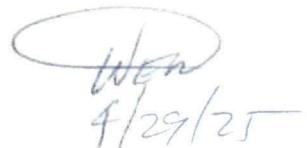
INTERIM AGREED ORDER

Plaintiff TDLDC Retail I, LLC is the Landlord of the commercial development known as The District and filed this action seeking the eviction of Tenant Beckham Jewelry, LLC and money damages against the Tenant and Brian Beckham for significant unpaid rents (\$5,108.61/month) and capital area maintenance charges (\$863.44/per month), which have accumulated since August 16, 2022, together with additional sums due under the lease, including reasonable attorneys' fees.

The Court understands that the parties have agreed to the entry of an Interim Order governing these proceedings in order for the Tenant to conduct a short, 8-week "retirement" sale in order to generate revenues to pay Landlord the amounts owed. Defendants acknowledge that Plaintiff would be entitled to possession of the store and money damages if the case were to proceed to judgment. Accordingly, to induce Landlord's agreement to this Interim Agreed Order, the Tenant has further agreed to meet sale related conditions, including the repayment of sums Defendants have represented the sale reasonably expects to produce. The Court has considered the parties' agreement and finds that good cause exists for the entry of this Interim Agreed Order.

EXHIBIT

D


Wren
4/29/25

Case: 25CO1:25-cv-00710 Document #: 10 Filed: 04/30/2025 Page 2 of 3

IT IS THEREFORE ORDERED that the Tenant, Beckham Jewelry, LLC, may commence a "retirement" sale no later than May 8, 2025, that lasts no more than 8 weeks, provided Tenant meets all of the following sale-related requirements, including around the repayment of \$190,448.10 owed to Landlord, which includes \$165,448.10 in unpaid rent and other charges, together with an additional \$25,000 in attorneys' fees. First, while Tenant may advertise and describe the sale as a retirement sale, Tenant is strictly prohibited from referring to it in any way as a going-out-of-business, bankruptcy, auction or other similar sale. Second, Tenant must repay Landlord the following amounts at the following times: (i) at least \$47,612.03, two weeks after the sale begins; (ii) at least \$47,612.03, four weeks after the sale begins; (iii) at least \$47,612.03, six weeks after the sale begins; and (iv) the balance of any sums remaining to be paid to Landlord eight weeks after the sale begins. Third, the Tenant must vacate the store within one week of the end of the eight week sale. The Landlord shall be entitled to immediate possession of the store, located at 120 District Blvd., Suite D-110 in Jackson, Mississippi, if the Tenant fails to meet any of the above requirements. In that case, the Landlord shall apply for a warrant of removal commanding the Hinds County Sheriff's Department to immediately remove the Tenant and all others occupying the leased premises.

IT IS FURTHER ORDERED that, consistent with Plaintiff's agreement to release Defendants from further liability under the lease and personal guarantee for any amounts that would otherwise come due during the lease term, Plaintiff shall submit an order of dismissal with prejudice as to any and all claims for money

Case: 25CO1:25-cv-00710 Document #: 10 Filed: 04/30/2025 Page 3 of 3

damages against Defendants if Defendants timely meet all of the payment and other obligations set forth in this Interim Agreed Order.

SO ORDERED, this the 30th day of April, 2025.


COUNTY COURT JUDGE

AGREED:



Robert B. Ireland, III (MSB No. 100708)
For Plaintiff, TDLDC Retail I, LLC


William E. McLeod 4/29/25

For Defendants, Beckham Jewelry, LLC and
Brian Beckham